



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the City Manager to Execute a Reimbursable Agreement with Lodi Boys and Girls Club who will Administer and Operate an After School Program at Thornton School and Accept the Term Agreement with the Human Services Agency of San Joaquin County to Fully Fund the Program to Include the City's Administrative Costs

MEETING DATE: March 6, 2002

PREPARED BY: Janet L. Hamilton, Management Analyst

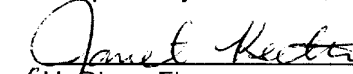
RECOMMENDATION: That the City Council authorize the City Manager to execute a reimbursable agreement with Lodi Boys and Girls Club who will administer and operate an after school program at Thornton School and accept the term agreement with the Human Services Agency of San Joaquin County to fully fund the program to include the City's administrative costs.

BACKGROUND: In an effort to improve services through collaborations, the Thornton School District, the Galt Boys and Girls Club, and the Human Services Agency of San Joaquin (H.S.A.) joined together last year to provide an after school program to the students of Thornton School. Soon after implementation of the program, new management at the Galt Club, along with the Lodi Boys and Girls Club, deemed the organizational structure of the Lodi Club better suited to administer and operate the satellite program. In June 2001, the responsibility of the program was transferred to the Lodi Club.

At the request of the President/CEO of the Lodi Boys and Girls Club and its Board of Directors, the City of Lodi submitted a proposal (Exhibit A) to H.S.A. acting as fiscal agent for the term agreement (Exhibit B). The City will, in turn, contract with the Lodi Boys and Girls Club (Exhibit C) to operate the daily program. There will be no cost to the City in the process.

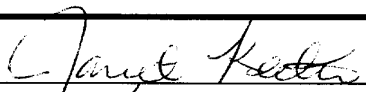
FUNDING: None

Respectfully submitted,


Janet L. Hamilton
City Manager

Attachments

APPROVED:


Janet L. Hamilton
City Manager

A

EXHIBIT A

**City of Lodi
New Hope School After School Program**

Program Narrative

1. Background information on the Lead Agency and Partners

The City of Lodi is a Public Agency serving a population of approximately 57,000 people in an area of 12 square miles. Incorporated in 1906, the City operates under a Council-Manager form of Government. The Council Members are elected from the population at large, with the Mayor selected by the Council Members. Policy is established by the Mayor and Council, while the day-to-day operations of the City and its employees are the responsibility of the City Manager. The approved budget for Fiscal Year 2001-2002 is \$123,731,963, with \$31,502,298 allocated to Capital Projects, \$18,070,315 to Public Utilities, and \$12,918,125 to Public Safety. Revenue sources include those generated by service charges (\$62,133,737), taxes (\$22,192,477), and Licenses and Permits Fees (\$1,484,670).

Upon funding, the City intends to contract with the Lodi Boys & Girls Club to implement this After School Program. The Lodi Boys & Girls Club, an affiliate of the Boys & Girls Clubs of America, is a community-based non-profit organization presently serving over 2900 youth (1720 of those are members), ages 6 through 18, and their families in the Lodi area. The not-for-profit 501(C) 3 organization is governed by a 30-member Board of Directors elected to three-year terms. Current Chairman of the Board is Deputy City Manager of the City of Lodi, Janet S. Keeter. The Club is located at 275 Poplar Street in Lodi and the Thornton Branch currently operating out of New Hope School. Annual membership in the Club is \$21 per year for members 6 to 18; memberships for alumni 19 to 21 years old are \$50. The main Club operates Monday through Friday from 7 a.m. to 7 p.m. and the Thornton Branch operating Monday through Friday 2:30 p.m. to 6:00 p.m. with extended hours during the summer months.

Since 1963 the Lodi Boys & Girls Club has provided programs specifically designed to change the lives of youth facing challenges related to poverty, broken homes, crime, unemployment, prejudice, and educational underachievement. Our mission is to work with youth of all backgrounds, to develop qualities needed to become responsible citizens and leaders, and to abide by the mission of Boys and Girls Club of America, Inc. Programs and services are designed to encourage and enable young people to break through these barriers, and are based on the physical, emotional, cultural, social, and special interests of our members. The following principles are utilized in the development of all the programs and activities that will be offered to the Club members of Thornton:

- A sense of competence – the feeling there is something boys and girls can do and do well
- A sense of usefulness – the opportunity to do something of value for other people
- A sense of belonging – a setting where an individual knows he or she has a place, and where he or she “fits in” and is accepted
- A sense of power or influence – a chance to be heard and to influence decisions

When this strategy is fully implemented, the self-esteem of youth is enhanced and an environment is created which helps them to achieve their full potential. Club President/C.E.O. Richard Jones remembers a young man who frequently skipped school, had a grade point average of 1.0, and was on the verge of becoming a ‘gang-banger.’ “He wanted to join our Junior Staff Career Development program, but to do so he had to stay in school and maintain a 2.0 GPA. He stuck with the program, graduated school with a GPA of 3.2, and worked his way up from Junior Staff to department head,” said Jones. “If he had continued down the path he was headed, he would have been reliant on society. Now he’s self-sufficient and can positively impact people in his life.”

The programs and activities that will be offered at the Thornton Branch will also include programs from Boys & Girls Clubs of America and Delta Health Care, both experienced in offering educational programs to youth.

2. Population to be Served

The Thornton Branch will target youth ages 6 to 18, or first graders to high school seniors in Thornton and its surrounding area. From observations and conversations with agencies and concerned citizens, the residents of Thornton have income levels that are predominately below or at poverty level and are comprised of farm laborers (mostly Hispanics).

Young people need an environment that supports their academic endeavors—one where academic success is praised and valued. Some children have big dreams of going to college, becoming a doctor, etc., but lack the guidance for transforming their lofty goals into a realistic set of actions. Another group lacks direction, making bad decisions because they lack the ability to foresee the consequences of their actions.

Young people who have a negative attitude toward education are raw material for gangs. Says retired Sacramento Superior Court Judge Barry Loncke, “Show me a gang member and I’ll show you someone with poor literacy skills.” Loncke believes that even if gangs and crime are avoided, dropping out, marginal achievement and unemployability in this high-tech society are inevitable. “The child we fail to educate typically becomes the adult who relies on the support of our tax dollars,” he adds.

3. Geographic Location for Program Delivery

The town of Thornton is situated in the most northern part of San Joaquin County and its residents do not have the access to services or after school programs and activities. The Club will operate between the hours of 2:30 p.m. and 6:00 p.m., Monday through Friday.

Youth in the Thornton area need a safe and welcoming place to come to in the afternoon and early evening hours when there is little or no supervision at home. They need the opportunity to socialize with their peers, to engage in physical exercise, to learn new skills. Lodi Boys & Girls Club is the only organization of its kind in the area to offer a wide variety of activities and positive choices for youth to help keep them off the streets and in a safe, comfortable environment.

4. Type of Program/Service to be Provided

With concerns about gang activity, juvenile violence, failing academics, an increase in the number of school dropouts, and teen pregnancies, the Lodi Boys & Girls Club has designed activities to take place in the Club's facility during the hours that children are most likely to engage in inappropriate behavior—between the hours of 3 and 6 p.m. The Club will offer the following programs designed by Boys & Girls Clubs of America to develop a young person's capacity to engage in positive behaviors, as well as a program offered by Delta Health Care. All programs will be promoted within the Boys & Girls Club through flyers, signs, and word-of-mouth from staff. **SMART Moves**, a unique national prevention program that has been used successfully for more than a decade in Boys & Girls Clubs nationwide, helps young people avoid four of the most immediate threats to their well-being: teen pregnancy, alcohol, tobacco, and other drugs. Delta Health Care's **MARIPOSA** is a program targeted to teenage Latino girls. **Education Enhancement** focuses on academic achievement and better learning strategies. **Sports/Physical Education** focuses on team sports (i.e. basketball, softball, soccer, etc.) along with individual sports/activities (i.e. golf, jump rope, etc.) by engaging youths early in being physically active will increase their chances in staying physically active through out their lives.

Together these tested programs offer the necessary strategies to help youth make positive choices.

Positive Choices for Youth initiative Program Components

Program	Age/Gender of Participant	Facilitated By	Activities Held
SMART Moves	Boys/Girls 6-15	Education Director and or Site Director	Twice weekly, 30-minute sessions
Sports Programs	Boys /Girls 6-18	Athletic Director	Daily 3:00 p.m. – 5:45 p.m.
Education Enhancement	Boys/Girls 6-18	Education Director	Daily, one hour each (homework help, computer instruction)
CHOICES	Girls 13-18	Delta Health Care	Weekly 60-minute sessions

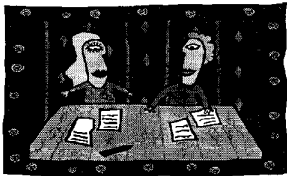
SMART (Skills Mastery And Resistance Training) Moves aims to provide young people (ages 6 to 15) with the knowledge, skills, self-esteem, and peer support to help them avoid using alcohol, tobacco, and other drugs; avoid involvement in drug-related activities, such as drunk driving or drug trafficking; postpone sexual activity. Headed by our Education Director, Rafael Bennett with assistance from Peer leaders (teens 14 to 17), participants meet regularly in groups of 15 members once or twice a week, over a period of 12 weeks. Peer leaders conduct the 30-minute sessions covering information about alcohol, tobacco, and other drugs; information about puberty, reproduction and the consequences of early sexual activity; training in how to resist peer, social, and media pressures; training in decision-making skills (ages 10 to 15) and life planning skills (ages 13 to 15); training in communication and coping skills (ages 13 to 15).

A well-designed prevention curriculum can play an important role in addressing the risks of teen pregnancy and drug involvement. Studies confirm that these approaches can positively affect the attitudes and behaviors of young people from diverse backgrounds and settings. These elements are vital to and incorporated in our prevention curriculum:

- Starting early
- Providing clear, consistent messages about sexual activity and drug involvement

- Teaching the skills needed to make good decisions and resist pressure from friends, peers and the media to get involved in risky behaviors
- Providing activities that fit the age and maturity of the children involved
- Getting parents involved
- Involving peer leaders
- Providing contact with positive adult role models
- Providing positive, consistent support from staff and volunteers
- Creating a supportive environment

No single program, however, provides a complete solution. Collaboration is essential. To combat the many factors that place Club members at risk and to build their strengths, it is



necessary to multiply strategies and collaborate with others in the community. Lodi Boys & Girls Club welcomes the San Joaquin Sheriff's Department, local Fire Department, and the American Red

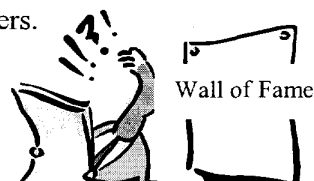
Cross who will provide speakers and demonstrations as needed for the programs outlined above. Included will be topics such as puberty, dangers of becoming involved in gangs, dangers of alcohol and drug use, and the consequences of becoming sexually active before marriage, including teen parenthood, AIDS and STD's. Delta Health Care's successful Mariposa curriculum will be a vital component of our initiative. And support from the principal of New Hope School will ensure our success in offering academic assistance to those who need it.

Interested Club members are encouraged to participate in all the sessions offered through the SMART Moves program, however, drop-ins are welcome at each session. Club staff may recommend that a child becomes involved in the programs based on behaviors that have been observed. All participants must have parental permission. To track program use, the Club utilizes a Kid Trax database system where all Club members' information is stored. If a bar code reader

is available in certain areas of the Club, a member swipes his or her card to show attendance. A sign-in sheet is used if this is not available. The programs outlined are advertised throughout the Club and held in a fun and inviting atmosphere.

MARIPOSA is taught by a Delta Health Care Health Educator one day a week for one hour. Fifteen to 20 girls from ages 13 to 18 will participate in the 10-week session. Class topics include values and cultures (“we are all girls, but we might have differences in culture, religion, and language), self-esteem, risk-taking/decision-making, teens and pregnancy, abstinence and how to talk to parents, sexually transmitted infections, and careers and budgeting. Students will write short essays about themselves during the first class meeting and they will read them at the last session to see if their perspectives have changed. Parental consent forms are required to participate.

Education Enhancement offers high-yield learning activities for all Club members (ages 6 to 18) enabling them to become proficient in basic education disciplines, to apply learning to everyday situations, and to embrace technology to optimize employability. Education Director Rafael Bennett supervises the program, with assistance from teen volunteers and Junior Staff (high school and college students). Children participating in the ongoing program will receive help with their homework one hour daily and computer instruction one hour daily. Learning games such as Monopoly, Scrabble, Word Bingo, Carmen San Diego, and dominoes are also incorporated into the program. For every eight hours of educational work performed (logged through Kid Trax or sign-in sheets), San Joaquin County Food Bank will provide a \$40 bag of groceries for the child and his/her family. “It’s filled with nutritional foods that the parents like as well as healthy snacks the kids enjoy”, said April Bowman. Additionally, a member participating in the Education Enhancement program is required to bring in his/her school report card to show staff and to share his/her success with other members.



The child's name is then added to the "Wall of Fame". Staff members of Lodi Boys & Girls Club are aware of the dates when report cards are released, so they can be on the "lookout" for members to bring the cards in to the Club. If a member is reluctant, staff can identify that he/she may need additional assistance with homework, etc.

5. Outcomes to be achieved

Members of the Lodi Boys & Girls Club, Inc. Thornton Branch have a safe, positive place in which caring adults work to ensure their well being and help them realize their potential. But how do we know whether we are doing this work as well as we should? For the last decade "Commitment to Quality" has provided Boys & Girls Club with a concrete, practical tool for assessing the effectiveness of their programs and practices, addressing areas of need and maximizing their ability to serve young people. The "Commitment to Quality" self-assessment process is complemented by a powerful new resource from Boys & Girls Clubs of America, the "Youth Development Outcome Measurement Tool Kit" that uses survey instruments specifically designed for Club youth and non-Club youth in different age groups.

Program evaluation for the Thornton Branch will consist of data collection through pre-and-post testing, data analysis, and interpretation. Participants in the SMART Moves programs will complete questionnaires designed to measure knowledge, attitudes, and self-reported behaviors regarding early sexual behavior; alcohol, tobacco and drug use; violent behavior and gang affiliation; and safety. Mariposa program participants will also complete pre- and post-test surveys to determine their changes in attitudes and knowledge about the materials covered. Members of the Education Enhancement program are surveyed by both parents and teachers when they join the program and again at the end of two school quarters. Surveys include information about the student's school attendance and overall attitudes toward school. Intake

forms, samples of a Club member's written work within the various programs, and staff observations will also be included in the evaluation process for this program.

Participating club members will be surveyed six months after completion of a program and again after one year to help determine the effectiveness of the initiative's programs.

Measurable outcomes for the initiative:

Outcome #1 Youth will make positive choices about becoming sexually active.

Action Plan: After participating in one or more series of classes, 70% of the 50 youth participating will make positive choices about becoming sexually active. Boys & Girls Club will offer SMART Moves and Mariposa programs to help achieve this outcome.

Indicators: Reduction in births to teen mothers, increased high school completion rates, reduction in high school dropout rates, fewer cases of sexually transmitted diseases.

Measurements: Pre- and post-test, public health records

Outcome #2 Youth will make positive choices about avoiding drugs, alcohol, and tobacco.

Action Plan: After participating in one or more series of classes, 70% of the 50 youth participating will make positive choices about avoiding drugs, alcohol, and tobacco. Boys & Girls Club will offer SMART Moves and Mariposa programs to help achieve this outcome.

Indicators: Youth are more knowledgeable about the effects and consequences of tobacco, alcohol, and drugs; Youth avoid or delay experimenting with tobacco, alcohol, and/or drugs.

Measurements: Pre- and post-test

Outcome #3 Youth can demonstrate resistance skills to negative behaviors.

Action Plan: After participating in one or more series of classes, 90% of the 50 youth participating can demonstrate resistance skills. Boys & Girls Club will offer SMART Moves and Mariposa programs to help achieve this outcome.

Indicators: Youth understand the consequences of negative behaviors

Measurements: Pre- and post-tests

Outcome #4 Youth will improve their study habits.

Action Plan: After one academic year, 50% of the 100 youth in the program will have improved their study habits. Boys & Girls Club will offer the Education Enhancement to help achieve this outcome

Indicators: Club members spend more time studying or completing homework assignments; Club members engage in more high-yield learning activities.

Measurements: School report cards, SAT 9 scores, samples of work completed at the Club.

Outcome #5 Youth will increase school attendance.

Action Plan: After participating in the program, 50% of the 100 youth participating will increase school attendance. Boys & Girls Club will offer the SMART Moves, SMART Girls, Passport to Manhood, Home Alone, Choices, and Education Enhancement programs to help achieve this outcome.

Indicators: Club members spend more time studying or completing homework assignments; Club members engage in more high-yield learning activities; Club members become more proficient with computer technology

Measurements: School attendance records, school report cards

Outcome #6 Youth will know how to respond properly to dangerous situations.

Action Plan: After participating in the program, 90% of the 280 youth know how to respond properly to dangerous situations. Boys & Girls Club will offer the SMART Moves, SMART Girls, Passport to Manhood, Home Alone, and Choices programs to help achieve this outcome.

Indicators: Youth have increased knowledge of safety procedures

Measurements: Pre- and post-test

6. Staffing

To implement the programs and activities at the Thornton Branch, Lodi Boys & Girls Club is committing staff to administer the program, as well as facilitators to deliver the SMART Moves curriculum. Part-time volunteers and teen peer leaders will also be vital to the success of the initiative. Ray “David” Suarez, Site Director, Sean McCartney, Executive Vice President of Operations, and April Bowman, Senior Vice President of Administration/Development will administer, coordinate and oversee the operations. Suarez is responsible for the day to day operations on site and implementation of programs and activities at the Thornton Branch. McCartney is responsible for insuring that the programs and activities are implemented and coordinating staff and volunteers while Ms. Bowman handles all fiscal record keeping and tracking duties required. A long-time volunteer at the

Tracy Boys & Girls Club established by his father, Kevin (who is now involved at the national level), McCartney is a recent Humboldt State graduate who “loves working with kids.” Mrs. Bowman, a self-proclaimed “block mom” during the years she home-schooled her children, brings strong financial and bookkeeping skills to the Boys and Girls Club. Mr. Suarez is a previous staff member for the Boys & Girls Club of Galt, brings the necessary experience and language to the youth and families in Thornton. Mr. Suarez works closely and reports directly to McCartney. Mrs. Bowman and McCartney report directly to and work closely with President/CEO Richard Jones.

The part-time director from the Club’s Education Department, (to be hired), will be responsible for the day-to-day activities conducted for the Education Enhancement, S.M.A.R.T. Moves and coordination with Delta Health Care. He/she will supervise, train and orient staff members and volunteers; promote and stimulate interest in the programs through bulletin board displays, fliers, and announcements; and document and summarize program activities and statistics, including individual records (tracking the progress) of all participants. Teen leaders will assist the Director with daily activities. Peer leaders will teach the curriculum and facilitate class exercises and activities. They are experienced working with youth and is enthusiastic, flexible and creative. Talented at engaging and motivating young people in non-school setting, they serve as a positive role model who is sensitive to cultural and ethnic differences. The teen peer leaders are reliable and trustworthy, highly motivated, drug- and alcohol-free, non-smoking, committed to the philosophy of postponing sexual involvement, and recognized and respected as a leader and positive role model by younger members.

To prepare for the implementation of the three Smart Moves programs, Boys & Girls Club staff (Education Director and Peer Leaders) recently participated in a national two-day

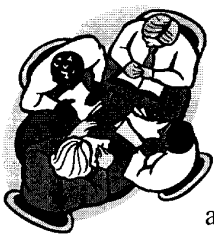
training session. The training allowed staff to become familiar with the specific messages imparted by the program; to examine how their behavior is likely to influence program participants; and to identify ways that they can promote healthy choices about sexual behavior, alcohol, tobacco, and other drugs in their own program areas. Periodic in-service training will be offered so that team members can augment their skills.

The Education Enhancement program's homework assistance and computer training is provided by Junior Staff members and volunteers. A Health Educator will teach the MARIPOSA curriculum from Delta Health Care.

7. Program Management

Prevention teams do their most innovative programming when members work closely and regularly on the development and implementation of action plans. As lead, the Boys & Girls Clubs of Lodi will be responsible for the operation of the Thornton Branch. Ray "David" Suarez, Sean McCartney and April Bowman, working with Club President/CEO Richard Jones, will implement and track the day-to-day activities. Delta Health Care will be responsible for staffing and implementing their MARIPOSA program. The Boys & Girls Club will supply meeting rooms for the programs.

Weekly Boys & Girls Club meetings are conducted by Mr. McCartney and attended by Mr. Jones, Ms. Bowman, and the Club's six department heads and Site Director, who are required to present a program report detailing activities of the previous week and plans for the current week. "Because we are able to track participation in each area of the Club, we can determine what activities and programs are best attended and most popular and we can adjust those programs and activities as needed," said Ms. Bowman.



The Thornton Branch Site Director will meet with his staff and volunteers weekly to discuss the daily operation of the programs and activities offered at this site. These meetings will provide staff with the opportunity to discuss issues and concerns such as Club members and operations and planning. Monthly meetings will be held with collaborative partners Delta Health Care and New Hope School to discuss their specific programs and how they contribute to the overall effectiveness of the Thornton Branch. Included in the meetings will be Mr. Jones, Mr. McCartney, Ms. Bowman, Jaime Nunez from Delta Health Care, the Health Educator facilitating the MARIPOSA program, and Sam Garimendi, Principal of New Hope School.

8. Sustainability Plan

Lodi Boys & Girls Club executive staff continuously research funding opportunities and plan to increase fundraising activities to add to the Club's existing base of support. During the last fiscal year the Lodi Boys & Girls Club raised \$354,430 through fundraising, donor events and campaigns. Our annual Auction and Golf Tournament are well-supported community events that continue to grow, and our Special Friends campaign is an ongoing major donor network.

United Way of San Joaquin County has partially funded the Education Enhancement program for the last two years. Passport to Manhood has received funding from the United Way Lodi Area Community Council. Wells Fargo Bank Foundation has committed to an annual donation for the next three years. Lodinet is providing Internet service at no charge and Shared Network Services has set up free domain and services for the Web page, which has a giving page for on-line donations.

Investing in well-designed prevention programs such as those offered through the Lodi Boys & Girls Club pays long-term dividends for children, families, school, communities, and

society. By helping change the attitudes and behaviors about engaging in early sexual activity, and using alcohol, drugs, and tobacco, and learning to take responsibility for their actions, at-risk children are given valuable tools to lead them to a successful future.

Boys & Girls Club President/C.E.O. Richard Jones says “Our staff learns and preaches together in one voice to our kids that ‘they are somebody.’” Assistance from San Joaquin County through the Youth & Family Enrichment Program will ensure these youth are given the chance to be “somebody”.

Purchasing Department
222 E. Weber Avenue
Courthouse, Room 675
Stockton, CA 95202-2777
209-468-3240

PURCHASE ORDER

P.O. Number: TA2-086033-A

Amendment: 2

Date: 2/21/2002

Page: 1 of 5

Supplier No.: CIL125

Terms: N30	Order Type: Normal	Tax: N
Ship Via:	F.O.B.: Job Site	Confirm: No
	Ref #: 501-44296	Cost Center: 01-050101

Supplier:

CITY OF LODI
Parks And Recreation
125 N Stockton
Lodi, CA 95240

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Human Services Agency
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Stockton, CA 95202

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County of San Joaquin
Purchasing Department
222 E. Weber Avenue
Courthouse, Room 675
Stockton, CA 95202-2777
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Note: CHANGE ORDER** 2/21/02					Aud Encum: O 2/6/02 JF		Aud Paymnt:	
LN	Item Number	Description	U/M	Quantity	Due	Account Number	Price Per	Total
1	*	TOTAL AGREEMENT NOT TO EXCEED SCOPE OF SERVICE: The City of Lodi agrees to provide advanced funding to The Lodi Boys and Girls club so that the Club can offer several different programs designed to develop a young person's capacity to engage in positive behaviors. These programs include SMART Moves, MARIPOSA, Education Enhancement, and Sports/Physical Education, which are each designed to offer education, support, knowledge, and positive alternatives for club members ages 6-15.	YR	1.00	12/21/2001	0220-0186	99,997.4400	99,997.44

EXHIBIT B

Special
Instructions:

INCLUDE THE PO NUMBER ON
ALL SHIPPING DOCUMENTS
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Stockton, CA 95202-2777
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PURCHASE ORDER

P.O. Number: TA2-086033-A
Amendment: 2
Date: 2/21/2002
Page: 2 of 5

Supplier No.: CIL125

Terms: N30	Order Type: Normal	Tax: N
Ship Via:	F.O.B.: Job Site	Confirm: No
	Ref #: 501-44296	Cost Center: 01-050101

Supplier:

CITY OF LODI
Parks And Recreation
125 N Stockton
Lodi, CA 95240


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161 S. Sutter
Stockton, CA 95202

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County of San Joaquin
Purchasing Department
222 E. Weber Avenue
Courthouse, Room 675
Stockton, CA 95202-2777
USA

Note: CHANGE ORDER** 2/21/02					Aud Encum: O 2/6/02 JF		Aud Paymnt:	
LN	Item Number	Description	U/M	Quantity	Due	Account Number	Price Per	Total
		<p>The City of Lodi shall be entitled to seek reimbursement of the advance funding from the COUNTY by submitting invoices for reimbursable expenses incurred by the Boys and Girls Club.</p> <p>CONTACT: Janet L. Hamilton, 221 W. Vine Street, Lodi, CA 95240 (209) 333-6700.</p> <p>TERM OF AGREEMENT:</p> <p>November 1, 2001 through October 31, 2002</p> <p>PRICING:</p> <p>As identified in the Lodi Boys and Girls</p>						

Special Instructions:

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AND CORRESPONDENCE

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Authorization: James Flohrschutz		Tax:	
X 		P.O. Total: USD	

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County of San Joaquin
Purchasing Department
222 E. Weber Avenue
Courthouse, Room 675
Stockton, CA 95202-2777
209-468-3240

Supplier No.: CIL125

Supplier:

CITY OF LODI
Parks And Recreation
125 N Stockton
Lodi, CA 95240

PURCHASE ORDER

P.O. Number: TA2-086033-A

Amendment: 2

Date: 2/21/2002

Page: 3 of 5

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Human Services Agency
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Purchasing Department
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Note: CHANGE ORDER** 2/21/02					Aud Encum: O 2/6/02 JF		Aud Paymnt:	
LN	Item Number	Description	U/M	Quantity	Due	Account Number	Price Per	Total
		club proposal. INVOICING/PAYMENT: Invoice in triplicate to COUNTY OF SAN JOAQUIN, 222 EAST WEBER AVENUE, ROOM 675, STOCKTON, CA 95202. All invoices must reference the Term Agreement Number plus Release Number when applicable. Payments will be made against invoices as submitted. The City of Lodi will submit invoices for costs incurred from the previous month on a monthly basis. FUNDING-OUT CLAUSE: If the County's Board of Supervisors fails						

Special
Instructions:

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AND CORRESPONDENCE

Requisitioner: Dale Williams

Req#: 000000000044296

Page Total:

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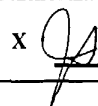
Buyer: James Flohrschutz

Adjustment:

Authorization: James Flohrschutz

Tax:

P.O. Total: USD

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209-468-3240

PURCHASE ORDER

P.O. Number: TA2-086033-A

Amendment: 2

Date: 2/21/2002

Page: 4 of 5

Supplier No.: CIL125

Terms: N30	Order Type: Normal	Tax: N
Ship Via:	F.O.B.: Job Site	Confirm: No
	Ref #: 501-44296	Cost Center: 01-050101

Supplier:

CITY OF LODI
Parks And Recreation
125 N Stockton
Lodi, CA 95240

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Human Services Agency
San Joaquin County
161 S. Sutter
Stockton, CA 95202

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County of San Joaquin
Purchasing Department
222 E. Weber Avenue
Courthouse, Room 675
Stockton, CA 95202-2777
USA

Note: CHANGE ORDER** 2/21/02

Aud Encum:


O 2/6/02 JF

Aud Paymnt:

LN	Item Number	Description	U/M	Quantity	Due	Account Number	Price Per	Total
		to appropriate funds to enable County Departments to continue to make purchases under this agreement, this Term Agreement will be cancelled and the supplier given written notice of such cancellation. EXCEEDING DOLLAR LIMIT: The County shall not be obligated to pay the Vendor for costs incurred in excess of the "NOT TO EXCEED" limit shown on the face of the Term Agreement, and the Vendor shall not be obligated to continue performance in excess of the limit, until the County has increased the dollar limit by written "Change Order" issued by the County Purchasing Agent.						

Special
Instructions:

INCLUDE THE PO NUMBER ON
ALL SHIPPING DOCUMENTS
AND CORRESPONDENCE

Requisitioner: Dale Williams	Req#: 000000000044296	Page Total:	0.00
Buyer: James Flohrschutz		Adjustment:	
Authorization: James Flohrschutz		Tax:	
X 		P.O. Total: USD	

VENDOR COPY

Purchasing Department
222 E. Weber Avenue
Courthouse, Room 675
Stockton, CA 95202-2777
209-468-3240

PURCHASE ORDER

P.O. Number: TA2-086033-A
Amendment: 2
Date: 2/21/2002
Page: 5 of 5

Supplier No.: CIL125

Terms: N30	Order Type: Normal	Tax: N
Ship Via:	F.O.B.: Job Site	Confirm: No
	Ref #: 501-44296	Cost Center: 01-050101

Supplier:

CITY OF LODI
Parks And Recreation
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Lodi, CA 95240

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Courthouse, Room 675
Stockton, CA 95202-2777
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Note: CHANGE ORDER** 2/21/02

Aud Encum:

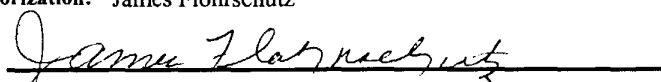
O 2/6/02 JF

Aud Paymnt:

LN	Item Number	Description	U/M	Quantity	Due	Account Number	Price Per	Total
		NOTE THE SCOPE OF SERVICES AND TERMS HAVE BEEN CHANGED AS OF 2/21/02 TO ACCURATELY REFLECT THAT THE CITY OF LODI IS ONLY ACTING AS AN ADVANCED FUNDING PLATFORM. THE CITY OF LODI PROVIDES NO GUARATEES OR IDEMNITIES TO THE COUNTY FOR PROGRAMS OPERATED BY THE LODI BOYS AND GIRLS CLUB.						

Special
Instructions:

INCLUDE THE PO NUMBER ON
ALL SHIPPING DOCUMENTS
AND CORRESPONDENCE

Requisitioner: Dale Williams	Req#: 000000000044296	Page Total:	0.00
Buyer: James Flohrschutz		Adjustment:	0.00
Authorization: James Flohrschutz		Tax:	0.00
X 		P.O. Total: USD	99,997.44

VENDOR COPY

AFTER SCHOOL PROGRAM AGREEMENT
(NEW HOPE SCHOOL-THORNTON)

EXHIBIT C

This Agreement ("Agreement") dated _____, 2002 is entered into between the City of Lodi, a California Municipal Corporation ("City") and the Boys and Girls Club of San Joaquin County ("Club").

Recitals

A. Club was awarded a \$99,997.44 grant from the California Human Services Agency (HSA) to run a one-year after school program at the New Hope School in Thornton, California. After receiving the grant, Club learned that, while HSA's grant was sufficient in amount to operate the program, HSA's funding cycle was insufficient to provide the cash flow necessary for club to operate the program.

B. City desires to assist Club in its efforts to provide the after school program at New Hope School and has therefore agreed to act as an advance conduit for HSA's grant to the Club.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. City Advance.

City shall advance the \$99,997.44 grant on a quarterly basis. The first advance will be in an amount equal to 40 percent of the grant total on _____, 2002. All remaining quarterly advances shall equal 20 percent of the grant total. In the event that Club expends less than the amount it has been advanced over the course of the preceding quarter or quarters ("Unexpended Amount"), City shall deduct the Unexpended Amount from the next quarterly payment. However, at the end of the term of this Agreement, Club shall be entitled to payment for the full amount of all invoices submitted to City and approved for payment by HSA, up to \$99,997.44.

Club shall place the grant proceeds in a separate account, not to be co-mingled with any other funds in Club's possession. Club shall only draw on the account to pay expenses that are reimbursable under the terms of the HSA grant, and all such expenses shall be itemized on an invoice that shall be forwarded to City on a monthly basis. As used in this agreement, the term reimbursable means expenses that are actually approved for payment by HSA.

2. Club Assignment.

Club assigns its rights to collect its monthly billings for reimbursable expenses under the HSA grant to the City. City shall use the monthly invoice provided by Club, as required in paragraph 1 of this agreement, to bill HSA for Club's reimbursable expenses and City is entitled to all proceeds of said billings.

3. Club Refund.

In the event that Club expends reimbursable amounts in an amount less than the full \$99,997.44 grant amount, then Club shall refund the difference between its incurred reimbursable expenses and the City's \$99,997.44 advance to City.

4. Indemnity and Insurance.

a. Disclaimer of Liability: Except to the extent caused by the negligence or intentional misconduct of City or of any agent, servant or employee of City, City shall not at any time be liable for injury or damage occurring to any person or property from any other cause whatsoever arising out of Club's operation of the after school program.

b. Indemnification by Club: Except to the extent caused by the negligence or intentional misconduct of City or of any agent, servant or employee of City, Club ("Indemnitor") shall, at its sole cost and expense, indemnify and hold harmless City and all associated, affiliated, allied and subsidiary entities of City, now existing or hereinafter created, and their respective officers, boards, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Club, its personnel, employees, agents, contractors or subcontractors on the Premises, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, or any other right of any person, firm or corporation, to the extent arising out of or resulting from the operation and/or maintenance of the after school program or, the Club's failure to comply with any applicable federal, state or local statute, ordinance or regulation governing Club's operation.

d. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Indemnitor shall, upon reasonable prior written notice from any of the Indemnitees, at Indemnitor's sole cost and expense, resist and defend the same with legal counsel mutually selected by the parties; provided however, that the parties must not admit liability in any such matter without written consent, which consent must not be unreasonably withheld, conditioned or delayed, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without prior written consent. The indemnifying party's duty to defend shall begin upon receipt of a written notice identifying with specificity the allegations that give rise to this duty to defend and shall be co-extensive with the indemnifying party's indemnification obligation.

e. Notice, Cooperation and Expenses: Each party must give the other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent either party from cooperating with the other and participating in the defense of

any litigation by its own counsel. However, Indemnitor shall pay all reasonable expenses incurred by Indemnitees in response to any such actions, suits or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by Indemnitees' attorney, and the actual reasonable expenses of Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by Indemnitees in connection with such suits, actions-or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Indemnitees by Indemnitor.

If Indemnitor requests Indemnitee to assist it in such defense, then Indemnitor shall pay all reasonable expenses incurred by Indemnitee in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as attorney fees and shall also include the reasonable costs of any services rendered by Indemnitee's attorney, and the actual reasonable expenses of Indemnitee's agents, employees or expert witnesses, and disbursements and liabilities assumed by Indemnitee in connection with such suits, actions or proceedings.

f. Insurance: During the term of the Lease, Club must maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

iii. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a "claims made" basis.

iv. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. Named Insureds: All policies, except for workers compensation policies, shall name City and all of its associated, affiliated, allied and subsidiary entities, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is

or may be made in the same manner as if separate policies had been issued to each insured hereunder.”

h. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with the additionally insured party annually during the term of the Lease. Club shall immediately advise City of any claim or litigation that may result in liability to City.

i. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Agreement shall contain the following endorsement:aa

“At least sixty (60) days prior written notice shall be given to the City of Lodi by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease.”

5. Successors and Assigns.

This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

6. Governing Law.

This Agreement shall be construed and governed by California law.

Executed as of the date first above written.

CITY OF LODI, a municipal corporation

LODI BOYS AND GIRLS CLUB


By _____
H. DIXON FLYNN, City Manager

By _____

Attest:

SUSAN J. BLACKSTON, City Clerk

Approved as to Form:



RANDALL A. HAYS, City Attorney